

NICHOLAS J. SANTORO, ESQ.
Nevada Bar No. 532
OLIVER J. PANCHERI, ESQ.
Nevada Bar No. 7476
SANTORO WHITMIRE
10100 W. Charleston Blvd., Suite 250
Las Vegas, Nevada 89135
Tel.: (702) 948-8771 / Fax: (702) 948-8773
[E-mail: nsantoro@santoronevada.com](mailto:nsantoro@santoronevada.com)
opancheri@santoronevada.com

A. ROSS PEARLSON (admitted *pro hac vice*)
DANIEL D. BARNES (admitted *pro hac vice*)
CHIESA SHAHINIAN & GIANTOMASI PC
One Boland Drive
West Orange, New Jersey 07052
Tel.: (973) 530-1500 / Fax (973) 325-1501
[Email: rpearlson@csglaw.com](mailto:rpearlson@csglaw.com)
dbarnes@csglaw.com

Attorneys for Counter-Defendant
Nelson Martinez, solely in his individual capacity

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

NELSON MARTINEZ,

Case No.: 2:17-cv-02905-GMN-GWF

Plaintiff,

STIPULATION AND ORDER FOR
DISMISSAL WITH PREJUDICE

v.

ISM CONNECT, LLC, F/K/A DATA
TRANSFER, LLC,

Defendant.

ISM CONNECT, LLC F/K/A DATA
TRANSFER, LLC,

Counter-Claimant,

v.

NELSON MARTINEZ,

Counter-Defendant.

WHEREAS in accordance with LR 7-1, NELSON MARTINEZ, *in his individual capacity*, by and through his counsel of record, the law firms of SANTORO WHITMIRE and CHIESA SHAHINIAN & GIAN TOMASI PC, and *in his capacity as the representative for the former members of Ingenuity Sun Media, LLC*, by and through his counsel of record, the law firm of FABIAN VANCOTT, together with ISM CONNECT, LLC F/K/A DATA TRANSFER, LLC ("ISM"), by and through their counsel of record, the law firm of BALLARD SPAHR LLP (collectively, as the "*Parties*"), hereby respectfully submit this Stipulation and Proposed Order for Dismissal with Prejudice in accordance with the Parties' Settlement Agreement and the parties' agreement to arbitrate certain claims asserted in this matter.

WHEREAS the Parties have reached and executed a Settlement Agreement to resolve the instant action, which includes a provision for the resolution of the claims and defenses set forth in the Parties' pleadings in this action to be resolved through binding arbitration as set forth in the Settlement Agreement and this Stipulation is subject to the terms of the parties' Settlement Agreement.

THEREFORE:

1. The Parties hereby stipulate and agree to the dismissal of this action, with prejudice, with each party to bear its own fees and costs, except as set forth in the Parties' Settlement Agreement and as set forth herein.

2. Although this matter is to be dismissed with prejudice with respect to refiling any of the claims asserted in this matter in a new action, the Parties have agreed that they will arbitrate the claims and defenses set forth in this action through binding arbitration as set forth in their Settlement Agreement and subject to the provisions thereof

3. The existence of this Stipulation and Order does not preclude either or both parties from initiating an action, or from otherwise seeking relief from a Court, in order to (a) enforce the terms of the Settlement Agreement, (b) compel the agreement to arbitrate as set forth in the Settlement Agreement, and/or (c) confirm, enforce, and/or contest an arbitration award with respect to the arbitration identified in the Settlement Agreement.

4. No Party shall assert in the arbitration or otherwise that the entry of this Stipulation and Order shall constitute collateral estoppel or res judicata or otherwise preclude the arbitration of the claims as set forth in the Settlement Agreement.

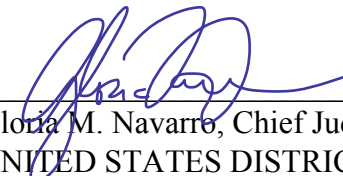
5. Accordingly, the Parties jointly move for an Order dismissing this action with prejudice, subject to and in accordance with the Parties' Settlement Agreement and as set forth in this Stipulation.

ORDER

IT IS HEREBY ORDERED that the parties' Stipulation to Dismiss is **GRANTED**.

IT IS SO ORDERED.

DATED this 2 day of November, 2018.



Gloria M. Navarro, Chief Judge
UNITED STATES DISTRICT COURT